

# **EXHIBIT A**

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JOSE CHUNG LUO, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

SPECTRUM PHARMACEUTICALS, INC., et  
al.,

Defendants.

No. 2:21-cv-01612-CDS-BNW

CLASS ACTION

[PROPOSED] ORDER PRELIMINARILY  
APPROVING SETTLEMENT AND  
PROVIDING FOR NOTICE

EXHIBIT A

1 WHEREAS, an action is pending before this Court entitled *Luo v. Spectrum*  
2 *Pharmaceuticals, Inc., et al.*, No. 2:21-cv-01612-CDS-BNW (D. Nev.) (the “Litigation”);

3 WHEREAS, Lead Plaintiff International Trading Group, Inc. having made application,  
4 pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the  
5 Settlement of this Litigation, in accordance with a Stipulation of Settlement dated May 9, 2025 (the  
6 “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions  
7 for a proposed Settlement of the Litigation and for dismissal of the Litigation with prejudice upon  
8 the terms and conditions set forth therein, and the Court having read and considered the Stipulation  
9 and the Exhibits annexed thereto;

10 WHEREAS, the Settling Parties having consented to the entry of this Order;

11 WHEREAS, unless otherwise defined, all capitalized terms used herein have the same  
12 meanings as set forth in the Stipulation;

13 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

14 1. The Court hereby preliminarily approves the Settlement set forth in the Stipulation,  
15 and finds, pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure, that it will likely  
16 be able to finally approve the Settlement under Rule 23(e)(2) as being fair, reasonable, and adequate  
17 to the Class, subject to further consideration at the Settlement Hearing described below.

18 2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for  
19 purposes of this Settlement only, this Litigation is hereby preliminarily certified as a class action on  
20 behalf of all Persons who purchased or otherwise acquired Spectrum Pharmaceuticals, Inc.  
21 (“Spectrum”) common stock between March 7, 2018, and August 5, 2021, inclusive. Excluded from  
22 the Class are: (i) Defendants and members of the Individual Defendants’ immediate families; (ii) the  
23 officers and directors of Spectrum during the Class Period, and members of their immediate families;  
24 (iii) the legal representatives, heirs, successors, or assigns of any of the foregoing; and (iv) any entity  
25 in which any Defendant has or had a controlling interest. Also excluded from the Class is any  
26 Person who properly excludes himself, herself, itself, or themselves from the Class by submitting a  
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1 valid and timely request for exclusion. To the extent any Spectrum employee benefit plan receives a  
2 distribution from the Net Settlement Fund, no portion shall be allocated to any Person who is  
3 excluded from the Class by definition.

4           3.       The Court finds, for the purposes of the Settlement only, that the prerequisites for a  
5 class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied  
6 in that: (a) the number of Class Members is so numerous that joinder of all members is  
7 impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Lead  
8 Plaintiff are typical of the claims of the Class it seeks to represent; (d) Lead Plaintiff and Lead  
9 Counsel have and will fairly and adequately represent the interests of the Class; (e) the questions of  
10 law and fact common to the Class Members predominate over any questions affecting only  
11 individual Class Members; and (f) a class action is superior to other available methods for the fair  
12 and efficient adjudication of the controversy.  
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14           4.       Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of  
15 the Settlement only, Lead Plaintiff is preliminarily certified as Class Representative and Lead  
16 Counsel Robbins Geller Rudman & Dowd LLP is preliminarily certified as Class Counsel.  
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18           5.       The Court preliminarily finds that the proposed Settlement should be approved as:  
19 (a) the result of serious, extensive arm's-length and non-collusive negotiations; (b) falling within a  
20 range of reasonableness warranting final approval; (c) having no obvious deficiencies; (d) being fair,  
21 reasonable, and adequate to the Class; and (e) warranting notice of the proposed Settlement to Class  
22 Members and further consideration of the Settlement at the Settlement Hearing described below.  
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24           6.       A hearing (the "Settlement Hearing") shall be held before this Court on  
25 \_\_\_\_\_, 2025, at \_\_\_\_\_.m. (a date that is at least 100 calendar days from entry of this Order),  
26 at the United States District Court for the District of Nevada, Lloyd D. George Federal Courthouse,  
27 333 Las Vegas Boulevard South, Las Vegas, NV 89101, to determine: (a) whether the proposed  
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1 Settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair,  
2 reasonable, and adequate to the Class and should be approved by the Court; (b) whether a Judgment,  
3 as provided in ¶1.13 of the Stipulation, should be entered; (c) whether the proposed Plan of  
4 Allocation is fair, reasonable, and adequate and should be approved; (d) the amount of fees and  
5 expenses that should be awarded to Lead Counsel and Lead Plaintiff; and (e) any such other matters  
6 as the Court may deem appropriate. The Court may adjourn the Settlement Hearing without further  
7 notice to the Members of the Class, and retains jurisdiction to consider all further applications  
8 arising out of or connected with the proposed Settlement. The Court may approve the proposed  
9 Settlement with such modifications as the Settling Parties may agree to, if appropriate, without  
10 further notice to the Class.  
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12 7. The Court approves, as to form and content, the Notice of Pendency and Proposed  
13 Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of  
14 Claim”), the Summary Notice of Pendency and Proposed Settlement of Class Action (the “Summary  
15 Notice”), and the Postcard Notice annexed hereto as Exhibits 1, 2, 3, and 4, respectively, and finds  
16 that the mailing and distribution of the Postcard Notice, publishing of the Summary Notice, and  
17 posting of the Notice and Proof of Claim on the Settlement-dedicated website, substantially in the  
18 manner and form set forth in ¶9 of this Order, meet the requirements of Federal Rule of Civil  
19 Procedure 23, the Private Securities Litigation Reform Act of 1995, and due process, and is the best  
20 notice practicable under the circumstances and shall constitute due and sufficient notice to all  
21 Persons entitled thereto.  
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23 8. Other than the fees, costs, and expenses of providing notice pursuant to the Class  
24 Action Fairness Act, 28 U.S.C. §1715, *et seq.*, which shall be paid by Defendants, and the costs  
25 associated with providing the record holder information required pursuant to ¶9(a) of this Order, all  
26 fees, costs, and expenses incurred in identifying and notifying potential Class Members shall be paid  
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1 from the Settlement Fund as set forth in the Stipulation, and in no event shall any of the Released  
2 Defendant Parties or Releasing Plaintiff Parties bear any responsibility for such fees, costs, or  
3 expenses.

4 9. The firm of Verita Global (“Verita” or “Claims Administrator”) is hereby appointed  
5 to supervise and administer the notice procedure as well as the processing of Claims as more fully  
6 set forth below:

7 (a) Defendants shall provide or cause to be provided to the Claims Administrator,  
8 not later than ten (10) calendar days after entry by this Court of this Order, at no cost to Lead  
9 Plaintiff or the Class, a list in electronic format, containing the names and addresses and email  
10 addresses, if available, of record holders of Spectrum common stock during the Class Period, as set  
11 forth in the records of Spectrum’s transfer agent;

12 (b) Not later than \_\_\_\_\_, 2025 (the “Notice Date”) (a date twenty-one (21)  
13 calendar days after entry by this Court of this Order), the Claims Administrator shall cause a copy of  
14 the Postcard Notice, substantially in the form annexed hereto, to be emailed or mailed by First-Class  
15 Mail (where an email is unavailable) to all potential Class Members at the addresses set forth in the  
16 records provided by Defendants, or who otherwise can be identified with reasonable effort, shall  
17 cause a copy of the Postcard Notice to be mailed to nominees, and shall post the Stipulation, Notice,  
18 and Proof of Claim on the website established for this Litigation at  
19 www.SpectrumPharmaceuticalsSecuritiesSettlement.com. For all notices returned as undeliverable,  
20 the Claims Administrator shall use its best efforts to locate updated addresses;

21 (c) Not later than \_\_\_\_\_, 2025 (a date seven (7) calendar days after the Notice  
22 Date), the Claims Administrator shall cause the Summary Notice to be published once in the national  
23 edition of *The Wall Street Journal* and once over a national newswire service; and  
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1 (d) Not later than seven (7) calendar days prior to the Settlement Hearing, Lead  
2 Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or  
3 declaration, of such emailing, mailing, and publishing.

4 10. Nominees who purchased or otherwise acquired Spectrum common stock during the  
5 Class Period for beneficial owners who are Class Members are directed to: (a) request within seven  
6 (7) calendar days of receipt of the Postcard Notice sufficient copies of the Postcard Notice from the  
7 Claims Administrator to forward to all such beneficial owners; or (b) send a list of the names and  
8 addresses (including email addresses if available) of such beneficial owners to the Claims  
9 Administrator within seven (7) calendar days after receipt of the Postcard Notice. If a nominee  
10 elects to send the Postcard Notice to beneficial owners, such nominee is directed to email or mail  
11 (where an email is unavailable) the Postcard Notice within seven (7) calendar days of receipt of  
12 those documents from the Claims Administrator, and upon such emailing or mailing, the nominee  
13 shall send a statement to the Claims Administrator confirming that the emailing or mailing was made  
14 as directed, and the nominee shall retain the list of names and addresses for use in connection with  
15 any possible future notice to the Class. Upon full compliance with these instructions, including the  
16 timely emailing or mailing of the Postcard Notice to beneficial owners, such nominees may seek  
17 reimbursement of their reasonable expenses actually incurred in complying with these instructions  
18 by providing the Claims Administrator with proper documentation supporting the expenses for  
19 which reimbursement is sought and reflecting compliance with these instructions. Reasonable out  
20 of-pocket expenses actually incurred in connection with the foregoing includes up to \$0.03 for  
21 providing names, addresses, and email addresses to the Claims Administrator per record; up to a  
22 maximum of \$0.03 per Postcard Notice mailed by nominee, plus postage at the rate used by the  
23 Claims Administrator; or \$0.03 per Postcard Notice sent by email. Such properly documented  
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1 expenses incurred by nominees in compliance with the terms of these instructions will be paid from  
2 the Settlement Fund.

3 11. Class Members shall be bound by all determinations and judgments in the Litigation  
4 concerning the Settlement, including, but not limited to, the Releases provided for therein, whether  
5 favorable or unfavorable to the Class, whether or not such Class Members submit Proofs of Claim or  
6 otherwise seek or obtain by any means any distribution from the Net Settlement Fund.

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8 12. Class Members who wish to participate in the Settlement shall complete and submit a  
9 Proof of Claim in accordance with the instructions contained therein. Unless the Court orders  
10 otherwise, all Proofs of Claim must be mailed or submitted electronically no later than \_\_\_\_\_,  
11 2025 (a date ninety (90) calendar days from the Notice Date). Any Class Member who does not  
12 timely submit a Proof of Claim within the time provided for shall be barred from sharing in the  
13 distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court, but  
14 will in all other respects be subject to and bound by the provisions of the Stipulation and the  
15 Judgment, if entered. Notwithstanding the foregoing, Lead Counsel may, in its discretion, accept  
16 late-submitted Claims for processing by the Claims Administrator so long as distribution of the Net  
17 Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have  
18 any claim against Lead Plaintiff, Lead Plaintiff's Counsel, or the Claims Administrator by reason of  
19 the decision to exercise such discretion whether to accept late-submitted Claims.  
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22 13. Any Class Member may enter an appearance in the Litigation, at his, her, its, or their  
23 own expense, individually or through counsel of their own choice. Any Class Member who does not  
24 enter an appearance will be represented by Lead Counsel.

25 14. Any Member of the Class who wishes to exclude himself, herself, itself, or  
26 themselves from the Class must request exclusion in writing within the time and in the manner set  
27 forth herein. Any such Person must submit to the Claims Administrator a signed request for  
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1 exclusion (“Request for Exclusion”) such that it is postmarked no later than \_\_\_\_\_, 2025 (a  
2 date twenty-one (21) calendar days prior to the Settlement Hearing). A Request for Exclusion must  
3 provide: (a) the name, address, email address, and telephone number of the Person requesting  
4 exclusion; (b) a list identifying the dates and the number of shares of Spectrum common stock  
5 purchased or otherwise acquired and sold during the Class Period and the price paid for each such  
6 purchase or acquisition and received for each such sale; and (c) a statement that the Person wishes to  
7 be excluded from the Class, signed by the person or entity requesting exclusion or an authorized  
8 representative. All Persons who submit valid and timely Requests for Exclusion in the manner set  
9 forth in this paragraph and the Notice shall have no rights under the Settlement, shall not share in the  
10 distribution of the Net Settlement Fund, and shall not be bound by the Settlement or any final  
11 Judgment. Unless otherwise ordered by the Court, any Person who purchased or otherwise acquired  
12 Spectrum common stock during the Class Period who fails to timely request exclusion from the  
13 Class in compliance with each of the provisions in this paragraph shall be: (a) deemed to have  
14 waived his, her, its, or their right to be excluded from the Class; (b) barred from requesting exclusion  
15 from the Class; (c) bound by the provisions of the Stipulation and the Settlement and all proceedings,  
16 determinations, orders, and judgments in the Litigation relating thereto, including, without  
17 limitation, the Judgment, if applicable, and the Releases provided for therein, whether favorable or  
18 unfavorable to the Class; and (d) barred from commencing, maintaining, or prosecuting any of the  
19 Released Plaintiff’s Claims against each and all of the Released Defendant Parties, as more fully  
20 described in the Stipulation and Notice. Notwithstanding the foregoing, late Proofs of Claim may be  
21 accepted for processing as set forth in ¶12. Any Person or entity who or which timely and validly  
22 requests exclusion in compliance with the terms stated in this Order and is excluded from the Class  
23 shall not be a Class Member, shall not be bound by the terms of the Settlement or any orders or  
24 judgments in the Litigation, and shall not receive any payment out of the Net Settlement Fund.  
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1           15.     Lead Counsel or the Claims Administrator shall cause to be provided to Defendants’  
2 Counsel copies of all Requests for Exclusion, promptly upon receipt and as expeditiously as  
3 possible, but in no event later than three (3) calendar days from receipt thereof, and in any event, not  
4 less than fourteen (14) calendar days prior to the Settlement Hearing.

5           16.     Any Class Member who or which does not request exclusion from the Class may file  
6 a written objection to the Settlement and show cause why the Settlement of the Litigation should or  
7 should not be approved as fair, reasonable, and adequate, why a judgment should or should not be  
8 entered thereon, why the Plan of Allocation should or should not be approved, or why the requested  
9 amount of attorneys’ fees and expenses should or should not be awarded to Lead Plaintiff’s Counsel  
10 or to Lead Plaintiff, provided, however, that no Class Member or any other Person shall be heard or  
11 entitled to contest such matters, unless that Person has delivered by hand or sent by First-Class Mail  
12 written objections and copies of any papers and briefs such that they are received, not simply  
13 postmarked, on or before \_\_\_\_\_, 2025 (a date that is twenty-one (21) calendar days prior to the  
14 Settlement Hearing), by Robbins Geller Rudman & Dowd LLP, Attn: Ellen Gusikoff Stewart, 655  
15 West Broadway, Suite 1900, San Diego, CA 92101; Baker Botts L.L.P., Attn: John B. Lawrence,  
16 2001 Ross Avenue, Suite 900, Dallas, TX 75201, and filed said objections, papers, and briefs with  
17 the Clerk of the United States District Court for the District of Nevada, on or before \_\_\_\_\_,  
18 2025 (a date that is twenty-one (21) calendar days prior to the Settlement Hearing). Any Class  
19 Member who does not make his, her, its, or their objection in the manner provided herein shall be  
20 deemed to have waived such objection and shall forever be foreclosed from making any objection to  
21 the fairness or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of  
22 Allocation, or to the request for attorneys’ fees and expenses to Lead Plaintiff’s Counsel or expenses  
23 of Lead Plaintiff, unless otherwise ordered by the Court. Attendance at the Settlement Hearing is not  
24 necessary. However, Persons wishing to be heard orally in opposition to the approval of the  
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1 Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses to Lead  
2 Plaintiff's Counsel or Lead Plaintiff are required to indicate in their written objection their intention  
3 to appear at the Settlement Hearing. Class Members do not need to appear at the Settlement Hearing  
4 or take any action if they do not oppose any aspect of the Settlement.

5           17. Any objections, filings, and other submissions by an objecting Class Member must:  
6 (a) state the name, address, email address, and telephone number of the Person objecting and must be  
7 signed by the objector, even if the objector is represented by counsel; (b) contain a statement of the  
8 Class Member's objection or objections, and the specific reasons for each objection, including any  
9 legal and evidentiary support the Class Member wishes to bring to the Court's attention and whether  
10 the objection applies only to the objector, a specific subset of the Class, or to the entire Class;  
11 (c) include documents sufficient to prove membership in the Class, including the objecting Class  
12 Member's purchases, other acquisitions, and sales of Spectrum common stock during the Class  
13 Period, including the dates and the number of shares purchased, acquired, or sold, and the price paid  
14 or received for each such purchase, acquisition, or sale; and (d) identify all class action settlements  
15 to which the objector or his, her, its, or their counsel have previously objected.

16           18. Any Class Member who does not object to the Settlement, the Plan of Allocation, or  
17 the application for an award of attorneys' fees, costs, charges, and expenses in the manner prescribed  
18 herein shall be deemed to have waived such objection, and shall forever be foreclosed from making  
19 any objection to the fairness, adequacy, or reasonableness of the proposed Settlement, this Order,  
20 and the Judgment to be entered approving the Settlement, the Plan of Allocation, and/or the  
21 application by Lead Counsel for an award of attorneys' fees together with costs, charges, and  
22 expenses.

1           19. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia*  
2 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such  
3 funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

4           20. All opening briefs and supporting documents in support of the Settlement, the Plan of  
5 Allocation, and any application by Lead Counsel for attorneys' fees and expenses, including an  
6 award to Lead Plaintiff pursuant to 15 U.S.C. §78u-4(a)(4), shall be filed and served no later than  
7 \_\_\_\_\_, 2025 (a date that is thirty-five (35) calendar days prior to the Settlement Hearing).  
8 Replies to any objections shall be filed and served no later than \_\_\_\_\_, 2025 (a date that is  
9 seven (7) calendar days prior to the Settlement Hearing).

10           21. Neither the Released Defendant Parties nor Defendants' Counsel shall have any  
11 responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted  
12 by Lead Counsel or Lead Plaintiff, and such matters will be considered separately from the fairness,  
13 reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the Plan of  
14 Allocation or any application for attorneys' fees or expenses, or any appeal from any order relating  
15 thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or  
16 affect or delay the finality of the Judgment and the settlement of the Litigation.

17           22. At or after the Settlement Hearing, the Court shall determine whether the Plan of  
18 Allocation proposed by Lead Counsel, and any application for attorneys' fees or payment of  
19 expenses shall be approved.

20           23. All reasonable expenses incurred in identifying and notifying potential Class  
21 Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation.  
22 In the event the Settlement is not approved by the Court, or otherwise fails to become effective,  
23 neither Lead Plaintiff nor any of its counsel shall have any obligation to repay any amounts incurred  
24 and properly disbursed pursuant to ¶¶2.12 or 2.14 of the Stipulation.

1           24.     Lead Counsel is authorized and directed to prepare any tax returns and any other tax  
2 reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes  
3 owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to  
4 Taxes and any reporting or filings in respect thereof without further order of the Court in a manner  
5 consistent with the provisions of the Stipulation.  
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7           25.     Neither this Order, the Stipulation (whether or not consummated), including the  
8 exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may  
9 be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any  
10 proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement  
11 (including any arguments proffered in connection therewith): (a) shall be offered against any of the  
12 Released Defendant Parties with respect to the truth of any fact alleged by Lead Plaintiff or the  
13 validity of any claim that was or could have been asserted or the deficiency of any defense that has  
14 been or could have been asserted in this Litigation or in any other action, or of any liability, fault, or  
15 other wrongdoing of any kind of any of the Released Defendant Parties or in any way referred to for  
16 any other reason as against any of the Released Defendant Parties, in any civil, criminal, or  
17 administrative action or proceeding, other than such proceedings as may be necessary to effectuate  
18 the provisions of the Stipulation; (b) shall be offered against any of the Releasing Plaintiff Parties, as  
19 evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission  
20 by any of the Releasing Plaintiff Parties that any of their claims are without merit, that any of the  
21 Released Defendant Parties had meritorious defenses, or that damages recoverable under the  
22 Amended Complaint would not have exceeded the Settlement Amount or with respect to any  
23 liability, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against  
24 any of the Releasing Plaintiff Parties, in any civil, criminal, or administrative action or proceeding,  
25 other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or  
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(c) shall be construed against any of the Releasing Plaintiff Parties or Released Defendant Parties as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial; provided, however, that if the Stipulation is approved by the Court, the Released Defendant Parties, the Releasing Plaintiff Parties, and their respective counsel may refer to it to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Settlement. The Released Defendant Parties, the Releasing Plaintiff Parties, and each of their counsel may file the Stipulation, this Order, and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

26. If the Stipulation and the Settlement set forth therein is not approved or consummated for any reason whatsoever, this Order shall be rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation. This Order, the Stipulation, and the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as of March 26, 2025.

27. Unless otherwise ordered by the Court, all proceedings in the Litigation are stayed, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation or other agreement of the Settling Parties. Pending final determination of whether the proposed Settlement should be approved, neither Lead Plaintiff nor any Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against any of the Released

1 Defendant Parties, any action or proceeding in any court or tribunal asserting any of the Released  
2 Plaintiff's Claims.

3 IT IS SO ORDERED.

4 DATED: \_\_\_\_\_

\_\_\_\_\_  
5 THE HONORABLE CRISTINA D. SILVA  
6 UNITED STATES DISTRICT JUDGE  
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